

Contract no. 1552

PBA LOCAL #123
PASSED BY THE MANAGEMENT
19

RUTGERS UNIVERSITY

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
BOROUGH OF FANWOOD
AND
PBA LOCAL #123

EFFECTIVE JANUARY 1, 1991
THROUGH
DECEMBER 31, 1992

TABLE OF CONTENTS

ARTICLE #	PAGE
I. RECOGNITION.....	1
II. RETENTION OF BENEFITS.....	2
III. EMBODIMENT OF AGREEMENT.....	2
IV. MANAGEMENT RIGHTS.....	3
V. ANNUAL SALARIES.....	4
VI. LONGEVITY.....	5
VII. HOLIDAYS.....	6
VIII. TEMPORARY "LEAVE OF ABSENCE".....	7
IX. SICK LEAVE.....	9
X. VACATIONS.....	10
XI. TERMINATION BENEFITS.....	11
XII. INSURANCE PLANS.....	11
XIII. COLLEGE INCENTIVE PROGRAM.....	13
XIV. CLOTHING AND UNIFORMS.....	14
XV. HOURS OF WORK AND OVERTIME.....	16
XVI. BAN ON STRIKES.....	18
XVII. ASSOCIATION PRIVILEGES.....	18
XVIII. LEGAL DEFENSE.....	19
XIX. NON-DISCRIMINATION.....	20
XX. SEPARABILITY.....	20
XXI. MISCELLANEOUS.....	21
XXII. GRIEVANCE PROCEDURE.....	21
XXIII. DURATION OF AGREEMENT.....	23

PREAMBLE:

This AGREEMENT made this
between the BOROUGH OF FANWOOD, NEW JERSEY, (hereinafter called
the Employer) and the FANWOOD PATROLMEN'S BENEVOLENT ASSOCIATION,
LOCAL NUMBER 123 (hereinafter called the Association or the PBA).

WHEREAS, the Employer and the Association recognize and
declare their mutual and principal objective of providing quality
police protection and service to the residents and occupants of
the Borough; and

WHEREAS, the Employer has recognized its obligation to
negotiate with the Association pursuant to the provisions of the
New Jersey Employer-Employee Relations Act (N.J.S.A. 34A-1 et.
seq., as amended); and

WHEREAS, the parties have carried on collective bargaining
for the purpose of developing a contract covering wages, hours of
work and other conditions of employment;

NOW, THEREFORE, in consideration of the promises and
mutual agreements contained herein, the parties hereto agree to
the following terms and conditions:

I. RECOGNITION

The Employer hereby recognizes the PBA as the exclusive
majority representative for all members of the Police Department
of the Borough of Fanwood (hereinafter referred to as
"Employees"), with the exception of the Chief of Police and
civilian employees of the Department.

II. RETENTION OF BENEFITS

1. Except as provided otherwise by this Agreement, the terms and conditions of employment in the Fanwood Police Department applicable on the effective date of this Agreement as established by the ordinances of the Employer and the Manual of Rules and Regulations of the Fanwood Police Department shall continue to be applicable during the terms of this Agreement.

2. If there is any conflict between the terms of this Agreement and any ordinance hereinafter enacted, the terms of this Agreement shall prevail. Reference to any ordinances in this Agreement shall be to such ordinances in effect at the time of the adoption of this Agreement referring to matters contained herein.

III. EMBODIMENT OF AGREEMENT

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either of the parties at the time of negotiation or execution of this Agreement, except as provided in the New Jersey Employer-Employee Relations Act. This Agreement will not be modified in whole or in part except by an instrument in writing duly executed by the parties.

MHC 10/21/91
JCF 10/28/91

IV. MANAGEMENT RIGHTS

1. It is recognized that the management of the Borough government, the control of its properties and the maintenance of order and efficiency is solely the responsibility of the Employer. Accordingly, the Employer retains the right to, including but not limited to, select and direct the working force, including the right to hire, discipline, suspend or discharge for just cause and pursuant to law, assign, promote or transfer, to determine the work to be performed within the unit, amount of supervision necessary, maintenance and repair and availability of machinery, tools and equipment, methods and schedule of work, pursuant to State Law, Federal Law and this Agreement.

2. The Borough and the Association agree that there shall be no discrimination and that all practices, procedures and policies of the Police Department shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of Police Officers on the basis of race, creed, religion, national origin, marital status or sex. Nothing in this section shall prohibit the Borough from complying with its legal obligations with regard to Federal, State and Local Laws in regards to affirmative action.

V. ANNUAL SALARIES

1. Base Salary. The annual salaries of all members of the Association shall be as set forth below representing across-the-board increases of 6%, effective January 1, 1991 and 6% effective January 1, 1992.

	<u>Effective 1/1/91</u>	<u>Effective 1/1/92</u>
Captain	\$ 49,968	\$ 52,967
Lieutenant	46,699	49,501
Sergeant	43,644* 43,646	46,263* 46,265
Corporal	40,813	43,237
Class A Patrolman	40,413	42,837
Class B Patrolman	38,391	40,695
Class C Patrolman	36,471	38,660
Class D Patrolman	34,648	36,727
Class E Patrolman	32,916	34,891
Probationary A	25,965	27,523
Probationary B	24,667	26,147

2. Operations Division Differential. Personnel assigned to the Operations Division, (Supervisor of Operations, Traffic Safety Officer(s) and full-time detective) shall receive an incentive compensation of \$500.00 per annum. This additional compensation is for the extraordinary duty performed by officers assigned to the Operations Division. It is understood that this differential shall be included in the base pay only for the purposes of computing pension, longevity and holiday pay benefits. The differential shall only apply to employees while assigned to the Operations Division.

a. Corporals. Corporals shall be assigned at the discretion of the Chief of Police in accordance with past practice. Personnel may be assigned provisionally to the operations division as defined in Section 2 above. Technical Corporals shall receive Corporal rate of pay. In addition, personnel provisionally assigned as corporal may be reassigned and shall not necessarily retain the rank of corporal upon reassignment.

b. Corporal Differential. Individuals assigned to the position of corporal in the patrol division shall be paid \$400 per year which shall be in addition to his/her base pay. The corporal differential shall be included in the base pay only for the purpose of computing pension, longevity and holiday benefits.

VI. LONGEVITY

1. In addition to the salaries set forth in Article V above, the Employer agrees to pay to all members of the Police Department longevity pay based upon the following schedule:

<u>Term of Service</u>	<u>Percentage Of base salary</u>
5 years to less than 10 years	3%
10 years to less than 15 years	4%
15 years to less than 20 years	5%
20 years or more	6%

2. Six months' longevity will be paid on the first pay period for the month of June, unless there are three pay periods in June, and then said payment will be made at the second pay period, and, six months' longevity will be paid in the first pay period in the month of December of each year of this contract.

3. Although the Police and Firemen's pension system does not now permit the deduction of pension payments based upon longevity as well as base pay unless all members of a given department submit to such deductions, the employer agrees that if a change is made in the regulations of the Police and Firemen's pension system during the term of this agreement the following shall apply:

a. When an employee completes his 20th year of service he may choose to have pension deductions made from his longevity salary. Requests for such deductions shall be made to the Chief of Police in writing, who shall verify the request and notify the Borough Treasurer. Longevity pay shall then be included in the employee's base salary and deductions shall be made from each bi-weekly check.

b. The raising of an employee's base salary for the purpose of including longevity for pension deductions shall not mean that the base for every member of the same grade or rank shall be raised. This will only apply to employees who request and qualify for longevity deductions on an individual basis.

VII. HOLIDAYS

Recognizing the unusual hours of employment, working conditions, shift work, 24 hour duty, each employee shall be entitled to holiday pay at the rate of pay he is receiving on a given holiday in addition to the regular pay covering this time

period. Payments shall be made in two (2) equal installments with the first (1st) installment in the first pay period in June and the second (2nd) installment in the first pay period in December.

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Good Friday
Easter Sunday
Memorial Day
Fourth of July
Labor Day
Columbus Day
Veterans Day
Election Day
Thansksgiving Day
Christmas Day

VIII. TEMPORARY "LEAVES OF ABSENCE"

1. Personal Days. Each employee shall be entitled to three (3) full working days off per year with pay as personal days. The employee shall have the right to select those days subject to the approval of the Chief of Police or his designated representative and in accordance with the Rules and Regulations of the Department. The Chief of Police shall not withhold approval of the requested personal days provided that sufficient notice is given of the request and the granting of the request is not inconsistent with the needs of the Department.

2. Employee Birthday. In addition, each employee shall receive a day off with pay on his or her respective birthday. In the event that the employee's birthday falls on a holiday, such employee will be paid straight time only for the day off. If employee's birthday falls on a regular day off or while the

employee is on vacation, the employee shall be entitled to take another day off mutually convenient to the employee and the Department.

3. Military Leave. Any full time employee, who is a member of the National Guard or a reserve unit of any of the Armed Forces of the United States and is required to engage in field training, shall be granted military leave of absence with pay for the period of such training. Such paid leave of absence shall not affect his vacation.

4. Bereavement Leave. Each employee shall be granted three (3) days off for a death in his immediate family. The Chief of Police, in his sole and absolute discretion, can grant a fourth or fifth day should he feel it is in the best interest of the Department. Any request for more than five days under this section must be approved by the Public Safety Committee. An employee may receive one (1) day off to attend the funeral of a blood relative other than those considered to be immediate family. The immediate family shall include spouse, father, mother, brother, sister, children, father-in-law, mother-in-law and grandparents.

5. Emergency Leave. The Chief of Police shall have the discretion to allow up to three (3) days emergency leave to any employee of the Department. To the extent that vacation time for that employee is available in the current calendar year, such leave shall be charged against the employee's vacation benefits.

IX. SICK LEAVE

1. An employee may be excused from duty for reasons of personal illness or maternity or when the illness or maternity of an immediate family member, residing with the employee, requires the presence of the employee.
2. An employee may be requested to submit acceptable medical evidence substantiating the need for sick leave or maternity if absent from duty for three (3) or more consecutive days.
3. An employee who is injured or becomes ill as a direct result of his duty shall receive full pay less the Worker's Compensation temporary disability payments to which he is entitled during the period of absence from duty for up to one (1) full year.
4. An employee who is injured or becomes ill other than as a result of his duty may receive full pay during the period of absence from duty for up to one (1) full year.
5. In the event that the Employer requires medical evidence of an illness and the employee has not seen or been treated by a physician for his ailment, the Employer shall have the right to require that the employee be seen by a physician to be designated by the Employer, at the Employer's expense, for the purpose of obtaining medical evidence of the employee's condition.

-9- *MHC*
10/21/91 *J.C.P.*
 10/28/91

X. VACATIONS

1. The vacation period for the Department is January 1 through December 15 and December 25 through December 31. Vacation between December 15 and December 25 shall be only with the approval of the Chief of Police.

VACATION SCHEDULE

Up to 5 years.....	15 days
5 Years and up to 10 years.....	20 days
10 Years and up to 15 years.....	25 days
15 Years and up to 20 years.....	30 days
20 Years and over.....	35 days

2. If an employee becomes ill prior to the start of his scheduled vacation and is on sick leave at the time his vacation is to begin, he may notify the Chief of Police of his illness and cancel his vacation for the duration of his illness. Such cancellation shall not be made unless the employee submits acceptable medical evidence substantiating the need for sick leave and the expected duration of the illness. When the employee recovers from the illness, he shall resume the balance of his vacation until it's scheduled expiration. Any unused vacation shall then be credited to the employee and shall be taken subject to the availability of time within the department according to the established preference schedule.

3. Vacations shall be computed on a working day basis and as stated in the department schedule as above. In the event that a manpower shortage may exist due to vacations and in particular during a weekend, if said shortage causes an off-duty member to

be called to duty to cover the shortage, it is hereby agreed that the off-duty member shall be paid at the rate of time and one-half.

XI. TERMINATION BENEFITS

1. Credited Service. Upon attaining regular retirement, the employee shall be granted one day's pay for each year of service or credited service. Said employee may elect to take 1 (one) working day off for each year of service in lieu of 1 (one) day's pay. Time shall be taken immediately prior to retirement date.

2. Payment of Benefits. Upon the regular or disability retirement, honorable separation, or death of an employee, all benefits due the employee under this article shall be paid to the employee or his estate as of the date of such termination.

3. Retired and Disabled Employees. The Employer agrees to provide the same hospital/medical coverage as is described for active employees for all employees, upon attaining regular retirement, at the expense of the Employer for as long as that employee shall live. An employee who is disabled outside of the line of duty shall have the above medical coverage made available to him at his own expense and without cost to the Borough. Employees who are disabled in the line of duty shall have such coverage provided solely at the expense of the Employer.

XII. INSURANCE PLANS

1. Hospital-Medical Plan. The Employer shall pay the entire cost of Hospital and Major Medical insurance to be mutually agreed to by the parties.

2. Dental Plan. The Employer shall provide for a family dental plan to be mutually selected by the parties, and the

levels of coverage shall be attached hereto, with the employer's annual cost to be capped at three hundred seventy four dollars and sixty four cents (\$374.64) per employee.

3. Pension Plan. In addition, the Employer shall make regular payments to the Policemen's and Firemen's retirement system so that the life insurance coverage currently afforded to employees of the police department by virtue of their participation in said system shall not be jeopardized.

4. Life Insurance. The Employer, at its expense, shall provide for all employees, \$15,000.00 Group Term Life Insurance coverage.

5. Vision. Effective January 1, 1991, employees shall receive reimbursement, from the Employer, for eye examinations and prescription vision expenditures, of up to sixty five dollars (\$65.00) annually. Employees shall submit receipts for service or optical expenses to the Borough Clerk for approval and reimbursement.

6. False Arrest and Liability. The Employer shall provide false arrest and liability insurance to cover all Employees at no cost to them. The said coverage shall be in the sum of not less than one million dollars (\$1,000,000) as per present policy. In the event such amount is not available, the highest amount not to exceed \$1,000,000 shall be provided.

-12- *rec 10/31/91*

J. E. F. 10/28/91

XIII. COLLEGE INCENTIVE PROGRAM

1. Payments for college credits shall be made only to personnel who have completed a minimum of 12 semester hours and credits in Criminal Justice at accredited colleges and universities.

2. Personnel transferring into Criminal Justice from another major shall not receive payment for credits until they have attained a minimum of 12 credits in Criminal Justice and shall only be paid for credits which are accepted and applied towards a Criminal Justice degree by an accredited college.

3. Payments shall not be made for credits unless the student attained a grade of "C" or better.

4. All requests for incentive payment shall be accompanied by certified transcripts of attendance and semester hours and grades.

5. Personnel applying for college incentive payments shall submit transcripts to the Chief of Police of credits earned as of December 31st of the current year and shall be paid for those credits in two payments during the following year. Said payments shall be made at the same time that the longevity and holiday payments are made.

6. Incentive payments shall be paid in block payments of 12 credits as education process is achieved at the rate of \$15.00 per credit and according to the following schedule:

-13- *MCC 10/21/91*

JCP 10/24/77

<u>BLOCK</u>	<u>CREDITS</u>	<u>AMOUNT</u>
A	12	\$ 180.00
B	24	\$ 360.00
C	36	\$ 540.00
D	48	\$ 720.00
E	60	\$ 900.00
F	Associate Degree	\$ 950.00
G	72	\$1,080.00
H	84	\$1,260.00
I	96	\$1,440.00
J	108	\$1,620.00
K	120	\$1,800.00
L	BS or BA Degree	\$1,900.00
M	Masters Degree	\$2,000.00

XIV. CLOTHING AND UNIFORMS

1. Detectives' Clothing Allowance. The Employer shall provide an annual four hundred dollar (\$400) allowance for clothing to all employees of the Detective Division. The allowance shall be paid in reimbursement upon the presentation of appropriate receipts or proof of purchase of clothing by an employee of the Detective Division.

2. Clothing Issue. It is understood and agreed that the Employer will provide all employees of the police department with the required uniforms for service. These will include seasonal changes and a sufficient issue so as to permit the employee to

-14- *NETC
10/21/91*

*J.C.F.
10/21/91*

alternate and launder his clothing. The Employer will make the necessary arrangements for the repair, if appropriate, or replacement of uniform issues. The Employer also agrees to purchase for each employee of the Department one pair of service shoes, the style and color of which are to be determined by the Chief of Police and approved by the Public Safety Committee. The Employer also agrees to maintain these shoes by paying for necessary repairs or to replace the shoes in the event that the Chief, or his designee, should determine that replacement is necessary.

3. Equipment. The Employer agrees to furnish each employee with the necessary equipment such as hand gun, holster, handcuffs, etc., which he will require in the performance of his duty. The employee agrees to provide routine maintenance on these items so as to keep them in good working order.

However, the Employer recognizes that the proper performance of police function is dependent upon the availability and serviceability of this equipment in good repair and the Employer therefore agrees to replace any of the above items as they become non-functional as determined by the Chief of Police.

4. Clothing Maintenance Allowance. In addition to other benefits, each employee shall be paid an annual clothing maintenance allowance of two hundred dollars (\$200). Annual payments shall be made after the municipal budget is passed in each year. Voucher requests will be approved for payment at the next scheduled Council Meeting.

5. Uniform Modification. If the Employer directs a change in the uniform or equipment, then the Employer shall pay the cost of such change.

XV. HOURS OF WORK AND OVERTIME

1. Work Week. The normal work week and the exact hours of employment for each employee of the Department shall be as established by the Chief of Police or by the Uniformed Commander of the Department as delegated to him.

2. Overtime Definition. All work over eight (8) hours in a day or work on a regular day off (R.D.O.) shall be overtime. A regular day off (R.D.O.) shall be defined pursuant to the regularly posted departmental work schedule. It is understood and agreed that when an employee works additional hours beyond the usual work day or week, he will be entitled to receive time and one-half pay or hours off with pay at his own election. Officers shall be paid no later than three (3) weeks following the time worked.

3. Compensatory Time. Any employee who accumulates so-called compensatory time must use or redeem that time as follows: if the time is accrued in the first six months of a calendar year, it must be used by the end of June of the following year and time accrued in second six months of a calendar year must be used by the end of December in following year. The Employer will make every effort to return such time at times comparable to the days or hours which the time was earned.

4. Call-In Pay. In the event that an employee is called in to work overtime not contiguous with the tour of duty actually worked by him, the Employer guarantees a minimum of four (4)

hours pay or time off at a rate of time and one half to said employee, although he may not actually work that number of hours. If an employee is called in or held over for work contiguous with his regular shift, the compensation shall be at the rate of time and one-half, again either in pay or time off at the election of the employee, for the actual time worked.

5. Court Time. The Employer agrees to compensate employees who are required to attend Court sessions during off-duty hours in the following manner: the time for which the officer is to be compensated at the rate of time and one-half begins one-half hour after Court convenes and terminates at the time when the employee is released by the Court; no employee shall wait in Court more than one hour from the opening of Court unless requested to do so by the Court, by the attorney for the defendant, or by other parties who are present or participating in the Courtroom proceedings. If an officer is scheduled to testify in Municipal Court, and makes such an appearance, he shall be compensated for a minimum of two (2) hours at the time and one-half rate, should the duration of his appearance be less than one hour.

6. On-Call Time. Any employee who is required to remain on call by subpoena for a case which is to be heard outside of the Fanwood Municipal Court will receive two (2) hours of compensatory time for every eight hours which he is required to remain on call when he is not actually working. In order to

facilitate the administration of this on call system, all employees who receive subpoenas are required to promptly notify their immediate supervisor of such receipt and of the time when required to be on call.

XVI. BAN ON STRIKES

1. Maintenance of Operations. The PBA covenants that during the term of this Agreement, neither the PBA nor any person acting in its behalf, will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for work, or concerted willful absence of employees covered under this Agreement from their duties of employment), work stoppage, slow-down, walk-out or other job action against the Employer.

2. Discipline. The Employer shall have the right to discipline any employee fomenting or participating in a strike, slow-down or other such interference.

3. Additional Relief. Nothing contained in this Agreement pursuant to Section 1 shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the PBA or its members.

XVII. ASSOCIATION PRIVILEGES

1. Upon approval of the Chief of Police, the PBA's duly authorized representatives shall have the right to visit the

-18-
MHC w/21/91

JET 10/28/91

Chief of Police, Police Headquarters and other police facilities at all reasonable hours for legitimate Association business. The Association will not abuse this privilege.

2. Copies of all general orders, rules and regulations, and communications affecting wages, hours and other terms and conditions of employment for employees covered by this Agreement shall be furnished to the Association within twenty-four (24) hours of their promulgation. A single copy of the Agreement will be furnished to the Association. It will be the Association's responsibility to provide copies to the membership.

3. The Association may use the Department mail or message routing system and may use Department Mail boxes. Such use shall be reasonable. The Association shall pay for its own postage and stationery.

XVIII. LEGAL DEFENSE

1. The Employer will provide a defense for an employee in any legal proceedings arising out of or incidental to performance of employee's duties pursuant to N.J.S.A. 40A:14-155 as follows:

Whenever a member or officer of a municipal police department or force is a defendant in any action or legal proceeding arising out of or incidental to the performance of his duties, the governing body of the municipality shall provide said member or officer with necessary means for the defense of such action or proceeding, but not for his defense in a disciplinary proceeding instituted against him by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the member or officer, he shall be reimbursed for the expense of his defense.

-19-
msc 10/21/91
J.E.P. 10/21/91

2. The affected employee shall select his own counsel to assume sole control of his defense and the Employer agrees to pay the full cost of the employee's legal fees at the "prevailing rate" in Union County for similar services. (However, in the event that an insurance carrier enters a defense on behalf of the affected employee and furnishes counsel as part of that defense, the Employer's obligation under this provision shall be deemed to have been satisfied.)

XIX. NON-DISCRIMINATION

Pursuant to Chapter 303, Public Law of 1968, the Employer and the Association hereby agree that every employee shall have the right freely to organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection, or to refrain from doing so. The Employer and Association agree that they shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Law of 1968, as amended by Chapter 123, Public Laws of 1974, and that they shall not discriminate against any employee by reason of his membership or non-membership in the PBA and its affiliates, or activities of the PBA and its affiliates.

XX. SEPARABILITY

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to

be contrary to law then such provision or application shall not be deemed valid and subsisting, except to the extent permitting by law, but all other provisions or applications shall continue in full force and effect. The parties shall renegotiate concerning any such invalidated provisions.

XXI. MISCELLANEOUS

1. Departmental Meetings. Each employee hereby agrees to attend one departmental meeting per year without additional compensation.

2. Firearms Qualification. Each employee hereby agrees, if required by the Employer, to attain appropriate qualification scores relative to the use of his departmental weapon at no cost to the Borough in money or compensatory time.

XXII. GRIEVANCE PROCEDURE

1. Definition. For the purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the Employer and any employee with respect to the interpretation, application or violation of any of the provisions of this Agreement or any applicable rule or regulation or policies, agreements or administrative decision affecting any employee(s) covered by this Agreement. Employees covered by this Agreement shall have the right to process their own grievance without representation. Disciplinary action shall not be subject to the grievance procedure.

-21- mle 10/21/91

J.E.T. 10/28/91

2. Procedures. To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this Agreement the following procedures shall be used:

STEP ONE

In the event that any employee covered by this agreement has a grievance within ten (10) working days of the occurrence of the event being grieved, the employee shall present the grievance in writing to the Chief of Police or the Officer in charge of the Department in the event of the Chief's absence.

STEP TWO

If the PBA wishes to appeal the decision of the Chief of Police (or the officer in charge if the Chief is absent), it shall be presented in writing to the employer's governing body or its delegated representative within ten (10) working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Employer's governing body, or its delegated representative, may give the PBA the opportunity to be heard and will give its decision in writing within twenty (20) working days of receipt of the written grievance.

STEP THREE

If a satisfactory resolution of the grievance is not reached at Step Two, then within five (5) working days the grievance shall be referred to the Public Employment Relations Commission for the selection of an arbitrator, pursuant to the rules of said Commission. The decision of the arbitrator shall be final and binding upon the parties. The cost of the arbitrator shall be borne equally by the parties but each party shall be responsible for such other costs as they may incur. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the employer's governing body or its representative on the grievance.

-32-MIC 10/21/91

J.C. 10/25/91

XXIII. DURATION OF AGREEMENT

This Agreement shall be effective as of January 1, 1991 including provisions as described herein, and shall continue in effect until December 31, 1992 and until replaced by another Agreement. All parts of this Agreement shall remain in effect unless separately changed by negotiation and reduced to a written instrument executed by both parties. Further, the parties shall state in writing to each other those portions of this Agreement which they wish to negotiate in the succeeding agreement not later than December 1 of each year.

IN WITNESS WHEREOF, THE PBA has caused this Agreement to be signed by its President and Secretary, the same have been ratified and approved by the full membership of said organization, and the Borough has caused this Agreement to be signed by its Mayor and attested by its Clerk and its corporate seal placed thereon pursuant to a resolution of the Borough Council duly adopted on

Attest:

THE FANWOOD POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 123

James M. Stewart
Secretary Fanwood P.B.A.

By: Jeffrey C. Pace
P.B.A. President

Attest:

James T. Brown
Borough Clerk

Dated 10/21/91

THE BOROUGH OF FANWOOD
By: Patricia M. Turner
Mayor of Fanwood

-23- MPC 10/21/91
J.C.P 10/25/91